

# **Exhibit 32**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS**

IN RE THOMAS TRAINS PAINT  
LITIGATION

DOCUMENT RELATES TO::

*Hesse v. Learning Curve Brands Inc., et al.*, No.  
07 C 3514

*Deke v. RC2 Corp. et al*, No. 07 CV 3609

*Walton v. RC2 Corp. et al*, No. 07 CV 3614

*O'Leary v. Learning Curve Brands, Inc.*, No. 07  
C 3682

*Djurisic v. Apax Partners, Inc. et al*, No. 07 C  
3707;

*Reddell v. Learning Curve Brands, Inc. et al.*,  
No. 07 C 3747;

*Rhode v. Learning Curve Brands, Inc. et al*, No.  
07 C 4187; and

*Kreiner v. RC2 Corp. et al.*, No. 07 C

Case No. 07 C 3514

JUDGE LEINENWEBER  
MAG. JUDGE NOLAN

**AFFIDAVIT OF JOHN O'LEARY IN  
SUPPORT OF PLAINTIFFS'  
MOTION FOR A PRELIMINARY  
INJUNCTION**

I, John O'Leary, being first duly sworn, upon oath declare as follows:

1. I am one of the Plaintiffs in the above case, have personal knowledge of the matters stated herein, and could and would testify hereto if necessary.
2. I currently reside in Wethersfield, Connecticut.
3. I have lived in Connecticut for 35 years.
4. I have purchased thousands of dollars of Thomas the Tank Engine products for my two sons, who are currently ages 4 ½ and 1 ½. My sons constantly play with their trains, including sleeping with their Thomas Toys, never leaving the house without their

Thomas Toys, playing with their Thomas Toys at the dinner table, and even sucking on their Thomas Toys. I allowed my children to do so with no expectations that the Thomas Toys were painted with a hazardous substance and was seriously harmful to their health.

5. When the recall of Thomas Toys was announced on the evening news in June, my wife and I contacted my sons' pediatrician, who advised that the boys be tested for lead poisoning at their next check-up.

6. In June, I also returned 13 Thomas Toys to Defendants in the recall (of which two were returned to me by Defendants as not being included in the recall).

7. In October, I finally received replacement toys from Defendants. Immediately, I was shocked when I opened the package from Defendants. The replacement toys came loose in a box without retail packaging. Additionally, a few of the toys show signs that the paint was scraped off and/or repainted. The replacement toys look as if they have already been handled and are chipped. The toys were not packaged well for shipping. There is no way I am going to let my sons play with these chipped, repainted, and uncertified toys.

8. Attached as Exhibits A through F are photographs I took in October of 2007 of the replacement toys and packaging I received from Defendants. I took these photographs while at home upon receipt of the replacement toys. My sons had not yet played with these toys. I am outraged by Defendants' attempt to "take care of" their customers.


9. I am not interested in these replacement toys and believe that Defendants should be responsible for a full refund as well as the costs of medical testing for my children.

I declare under penalty of perjury under the laws of the State of Connecticut that the above statements are true and correct.

DATED this 15<sup>th</sup> day of October, 2007

  
JOHN O'LEARY

SUBSCRIBED AND SWORN to before me this 15 day of October 2007

  
Notary Public for Connecticut  
Residing at: Connecticut  
Commission Expires: 11-30-2010

**Exhibit A**



**Exhibit B**



**Exhibit C**



**Exhibit D**



**Exhibit E**



**Exhibit F**

